BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

SECTION-GCC
GENERAL CONDITIONS OF CONTRACT
ENQUIRY No BESCOM/GM/Civil/2024-25/47 Dated 24.07.2024
Service Estimate No: BESCOM/2024-25/SE0152

1.0 In the interest of BESCOM services, the total requirements of providing Mechanized housekeeping services, security services, Plumber and gardener to MT Lab, M.T Division Office, Office of COE, Smart Grid section & Technical innovative cell of BESCOM @ HSR Layout, Bengaluru, may vary. However, such changes will be as per the provisions of KTPP Act.

2.0 The bidders shall inspect the Office premises and obtain all the information required regarding all matters such as nature of works to be carried out, floor areas, toilet's location etc., working conditions, obstructions and hindrances that may arise etc., before submission of Bid. Ignorance of nature of works to be carried out, working conditions etc., will not be entertained at a later date.

3.0 The bidders shall pay an EMD of **Rs. 3,15,500/-** through any four e-payment modes mentioned in the e-procurement portal.

4.0 The Contract agency, which is providing Mechanized housekeeping services, security services, Plumber and gardener will be purely on contract basis and not entitled to claim any permanency benefits from BESCOM.

5.0 The Agency shall ensure satisfactory standards by his staff posted as housekeepers, security guards, Plumber and gardener and loss to BESCOM caused due to negligence in duties, undesirable act, misbehavior and carelessness of its employees shall be borne by the Agency itself. In case if the services are not up to the mark, such housekeepers, security guards, Plumber and gardener have to be replaced at the request of local officers by the Agency.

6.0 Agency shall take the responsibility of inspecting their employees on duty on regular basis by appointing necessary supervisors. Agency shall

inspect from time to time and ensure satisfactory performance of the employees provided.

7.0 The wages paid to the house keepers, supervisors, security guards, Plumber and gardener by the contract agency shall not be less than the minimum wages prescribed by Govt. of Karnataka time to time.

8.0 <u>Mode of payment:-</u>

a) The successful Agency shall submit the monthly bill to General Manager (CR) Corporate office BESCOM K.R. Circle Bangalore in duplicate with authenticated seal and signature for payment. The Agency shall submit the bills for payment of remuneration, of the housekeepers, supervisors, security guards, Plumber and gardener to the corporate office, BESCOM by the 1st week of each month duly getting certified from the AGM (CR) and countersigned by GM(CR) and will be paid subsequently.

b) It is mandatory that, the agency shall make the payment to its employees within 7th of every month irrespective of payment received from BESCOM. It is the responsibility of the bidder to produce previous month’s ESI, EPF contribution receipts and salary aquittance of the deployed staff along with the bill for payment. This shall be strictly adhered to, before making payment.

c) The Agency shall arrange to pay EPF, ESI, and GST in respect of the persons deployed in BESCOM directly to the respective Government/Central Government Departments. In relation to EPF @12.00% of the employee's share and @13.00% of employers share and ESI at 3.25 % be paid directly by Agency using their registered code. The concerned paid challans with applicable Certificates shall be furnished for verification to BESCOM along with the bills of succeeding month by Agency. Remittance of such amount is wholly the responsibility of the Agency. A copy of the receipt of EPF/ESI paid shall be given to the employees each month.

d) Selected housekeepers, supervisors, security guards, Plumber and gardeners should be issued a uniform, laminated I.D. affixing latest

photograph with details of Name, EPF & ESI Account numbers, designation, Name of the Agency, date of appointment, any other details etc by the agency.

e) All provisions related as per the Acts noted below shall be provided to the employees by the Agency only and Agency shall provide all related benefits under these following workmen's act related to Labour law.

i. Minimum Wages Act, 1948.
ii. Payment of Wages Act, 1936.
iii. Contract Labour (Regulation and Abolition) Act, 1970.
iv. Employees PF and Miscellaneous Provision Act, 1952.
v. Employees State Insurance Act, 1948.
vi. Payment of Bonus Act, 1965.
vii. Workmen's Compensation Act
viii. Gratuity Act and related all Labourers Law and Rules pertaining to labourers.
ix. Providing benefits as per above Laws to its employees is the responsibility of the contract Agency itself.

9.0 For the successful bidder, the rate quoted by the bidder is only applicable and shall not be entitled for any other charges except, the minimum wages revised by the Govt. of Karnataka, time to time.

10.0 The payment shall be restricted to the no. of manpower availed during that particular month as certified by the concerned officer from BESCOM, Corporate Office. The Agency shall furnish the original documents/ enclosures in duplicate for payment. Otherwise, the bills are liable for rejection.

11.0 **Agreement: -** The successful agency shall furnish an agreement on a stamp paper in the prescribed format within 15 days from the date of LOI. The Successful agency shall also furnish the details of Employees name, EPF/ESI Account No to billing section within 45 days from the date of contract order, failing which the award will be cancelled and the bidder is liable to be blacklisted apart from forfeiting EMD.

12.0 The Successful agency shall submit the monthly bill in duplicate with authenticated seal and signature for payment.

13.0 In the event of an order the successful agency shall furnish the following original documents/enclosures in duplicate for payment. Otherwise, the bills are liable to be rejected.

a) Monthly Attendance Register.
b) Attested copy of challan consisting details of EPF/ESI and GST paid during previous month to the respective Govt/Central authorities along with the Employees details.
c) Copy of EPF paid in the formats such as 5A, 10, 12A and ESI paid in format 7.
d) Copy of format 3A and 6A (For annual EPF paid) and format 6 (For Half yearly ESI paid).
e) Copy of GST paid in the GST format.

14.0 Each year during the month of December, Rs 3/-from each deployed personnel has to be deducted towards labour welfare fund and a contribution of Rs.6/- (each) from the contract agency side has to be paid to Welfare Commissioner Karnataka Labour Welfare Board, Mysugar building Annex, 2nd Floor, J.C Road, Bangalore-2. The payment details pertaining to this has to be furnished in the next subsequent monthly bill.

15.0 The successful agency, shall provide uniform, cleaning allowance, badges etc to its employees.

16.0 The deployed personnel engaged by the firm will be the Employees of Contract Agency and at any cost they will not be considered as employees of BESCOM.

17.0 In case of any accidents, injuries etc to the engaged personals, compensation shall be payable to the next kith and Kin by the contract agency only and BESCOM is not responsible in any way.

18.0 The agency will comply with all the provisions regarding licensing, welfare and health, procedures, maintenance of various records and registers etc., as provided under the Contract Labour (Regulation & Abolition) Act 1970 and also under the order issued by the Government of Karnataka there under, and for its non-compliance, the agency shall be responsible for penalties levied by the appropriate authority under

the Act. The agency shall also be liable to comply with all other Labour and Industrial Laws and such other Acts and Statutes (including Factories Act, Payment of Bonus Act, etc.,). Depositing of PF contribution as may be applicable is the responsibility of the agency at his own expenses and shall not be reimbursed by the BESCOM. Any default in compliance, the agency shall be held responsible.

19.0 The BESCOM shall not be liable to pay any allowance, salary or any other amount under any law in force for the staff engaged by the agency. The BESCOM shall also be not liable for breach of any Labour Laws or any other Laws for the time being in force. The agency shall not be entitled to any other allowances or benefits which are not included in the contract.

20.0 In case the agency subcontracts the tender to other contract agency, such agency will be rejected by giving 7 days notice. Any loss on account of such acts to BESCOM shall be borne entirely by the agency itself.

21.0 This contract is for a period of 24 months from the date of intimation for deployment of Housekeepers, security personals& gardeners. In case of unsatisfactory performance, BESCOM has the right to cancel the order without giving any notice. The Contract Agency and its employees have no right to disclose any technical secrecy, Commercial secrecy and social secrecy of BESCOM to others.

22.0 The General Manager (Civil), Corporate Office, BESCOM, has full rights to accept or reject the offers.

23.0 **Dispute:** In the event of any dispute or difference arising under this contract agreement or that which may arise in future will be solved by taking recourse to mutual settlement failing which this matter shall be referred to the Hon’ble Managing Director, Corporate Office, BESCOM, K.R.Circle, Bangalore-1 whose decision shall be final and binding on both the parties to this contract. Further any unsettled dispute will be subject to appropriate courts in Bangalore jurisdiction and In case of

any dispute between the agency and the engaged personals, BESCOM will not be a party and this has to be settled by the agency their self at their own cost.

24.0 The agency shall agree to BESCOM regulations and shall arrange to effectively carry out the social and other responsibilities. Staff of service provider shall not misbehave with Consumer or BESCOM permanent employees or officers nor shall cause any loss to BESCOM property. For any such lapses the agency is solely held responsible.

25.0 When the minimum wages are revised by the Govt of Karnataka, the amount (only minimum wages) will be compensated by BESCOM in proportion towards wages.

26.0 **Termination of Contract**: The Contract is liable to be terminated at the absolute discretion of BESCOM without assigning any reasons on the following grounds and the Security Deposit /EMD amount paid by the agency will be forfeited.

a) The services are found to be unsatisfactory.
b) Breach of any terms of the contract.
c) If the agency fails to provide the services as per the agreed terms and on violation of any of the terms of the contract, the firm is liable to be blacklisted besides termination of the contract.

27.0 **Penalty**: In case the agency fails to provide the services from the date of contract order, a penalty at the rate of ½% per week subject to a maximum of 10% of the remuneration payable had they been provided will be deducted from the amount to be paid to the Agency for the delayed deployment of personnel to the offices.

28.0 **Unsatisfactory Performance: -** If the services rendered by the agency are not up to the standard, the same will be brought to the notice of the agency with a view to provide him/her an opportunity to improve the same in a stipulated period. If no improvement in the services rendered during the stipulated period is observed, not withstanding anything contained in the Contract agreement attached here to, the services of the agency can be terminated by BESCOM by giving one month’s notice to the Bidder without assigning any reasons whatsoever’.

29.0 **Validity:** The validity of this offer shall not be less than 180 days from the date of submission of the tender.

30.0 In case of unforeseen conditions, the due date of opening of Bid is declared holiday, the Bid shall be opened on the next working day.

31.0 The Company reserves the right to accept/reject any or all the Bid without assigning any reason whatsoever.

32.0 Any discount/rebate offered on whatever account shall be indicated for the specific purpose/quantities for which the same is intended otherwise the discount/rebate offered will not be considered while comparing quoted prices.

33.0 Whatever may be the conditions of sales specified or indicated in the quotation, it is only the conditions indicated in the order and Bid notification that will be binding upon the BESCOM, and if the successful agency finds on receipt of the order his inability to accept any of the terms/conditions, he shall raise the issue specifically and get the matter clarified in the price bid meeting.

34.0 The bidder shall quote the service charges and material portion separately.

Techno – commercial evaluation:

35.0 For purpose of these clauses, a substantially responsive Bid is one, which conforms basically to all the terms and conditions of the Bidding Documents without material deviation & confirming to technical specifications.

The Techno-commercial Bids will be evaluated generally on the following points but not restricted to the same.

a) Payment of the EMD
b) Qualifying Requirements
c) Acceptance for payment terms & confirming to all terms and other commercial conditions

A bid determined as not substantially responsive will be rejected and may not subsequently be made responsive by the agency by correction of the non-conformity.

Owner may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any agency.

Contract Period: period of Contract is for 24 Months from the date of issue

of intimation for deployment of Housekeepers, security personals, Plumber & gardener.

36.0 SECURITY DEPOSIT:

a) The Security deposit shall be paid within 20 Days from the date of the contract order or shall be along with the acknowledgement for having received the Contract order. The agency shall pay Security Deposit against Performance in the form of BG equal to 5% of the total contract value payable by BESCOM. In case you fail to furnish the required Security Deposit within the prescribed date, the Earnest Money Deposit will be forfeited and the contact order will be cancelled.

b) The service contract becomes effective from the date of contract order, which shall be valid for a period of two years. BESCOM shall have right to terminate this contract without any notice or reason, if the service is not satisfactory or any malpractice is noticed.

c) The Security deposit shall be paid within 20 Days from the date of the LOI or shall be along with the acknowledgement for having received the LOI.

d) The mode of payment of Security Deposit is as follows:

i. If the amount of Security Deposit payable is Rs.10,000/- and less, the same shall be payable by Cash or Demand Draft.
ii. If the amount of Security Deposit payable is more than Rs.10,000/- and up to and inclusive of Rs.20,00,000/-, it shall be payable in the form of Bank Guarantee issued by a Scheduled nationalized Bank.

e) In case the agency fails, to furnish the required Security Deposit within the prescribed date, the Earnest Money Deposit will be forfeited and the contract Order will be cancelled.

f) The Security Deposit will be discharged without any interest at the end of successful completion of Contract period.

The decision of the company shall be final as regards the acceptability or otherwise of materials/equipment supplied.

37.0 A high standard of workmanship is expected out of this agreement and therefore the agency shall adhere to the instructions from the officer in charge from time to time and deploy skilled personnel required for carrying out the work. The materials to be used for carrying out the works shall conform to relevant standards.

38.0 The work shall be carried out with due diligence and all the work executed shall be in a workman like manner. In the event of any dispute arising, the decision of the Officer designated shall be final, binding and conclusive.

39.0 The Agency shall deploy the required personals, relevant machineries, tools, plants, and materials for carrying out the Mechanized House Keeping work, security services and gardening, the cleaning materials used by the agency should be in highest standard quality and should be approved by the concerned officer.

40.0 All arrangements for transporting, the Men and Materials required, to the office premises shall be done by the agency at their own cost and expense.

41.0 The officer in charge reserves the right to order for repeating the service operation, if in his opinion, the cleaning operation is not in accordance with the requirements contained in the Bid documents/Instructions issued from time to time.

42.0 The agency shall make his own arrangements for the storage of all materials, tools, plants at a specified place earmarked for the purpose. The agency at their own cost shall arrange the safety and security for the same. BESCOM shall not be responsible for loss of materials and no claim whatsoever shall be entertained on this account.

43.0 Electric Power/Water required for carrying out the Mechanized House Keeping operations will be made available free of cost to the extent possible and agency shall exercise utmost care for judicious use of these.

44.0 The rates quoted shall be deemed to include everything necessary to satisfactorily carry out the Mechanized House Keeping, security services and gardening operations as determined by the officer in charge.

45.0 On completion of the Mechanized Housekeeping operation (daily, weekly and fortnightly), the agency shall remove all tools, equipments, debris etc., from the office premises and leave the place in a neat and tidy manner as directed by the Officer in charge and also shift the debris away from the office premises at their own cost.

46.0 During the Mechanized housekeeping operations, security services & gardening the agency shall carry out the works in harmony with the officials of the BESCOM in the best overall interest of the work. No advance shall be paid for carrying out the service operations.

47.0 The deployed personals must wear the uniforms daily during duty hours of service operations.

S/d-

General Manager (Civil)

Corporate Office, BESCOM

Bengaluru